

General Terms and Conditions for "smpro.net" V& T GROUP LTD

I. SUBJECT

- Art. 1. The current General Terms and Conditions are meant to regulate the relations between " V& T GROUP LTD", UIN 204154834 Bulgaria Shumen 9700 bul. Simeon Veliki N 9, entrance 1 and their customers, hereinafter referred as USERS of the provided hosting services, hereinafter referred to as the Services.

II. INFORMATION ABOUT THE PROVIDER

Art. 2. Information under the Electronic Commerce Act and the Consumer Protection Act: 1) name of the Provider: smpro.net Ltd; 2) Seat and registered address: Shumen, Shumen 9700 bul. Simeon Veliki N 9, entrance 1 ; email: admin@smpro.net , tel.: +359892992994; 5) Entry in public registers: UIN 204154834 , Supervisory bodies:

(1) Commission for Personal Data Protection: Address: Sofia, Ivan Evstatiev Geshov Str. № 15, tel.: (02) 940 20 46, fax: (02) 940 36 40Q email: kzld@government.bg, kzld@cpdp.bg, website: www.cpdp.bg, (2)

Commission for Consumer Protection, Address: Sofia 1000, Slaveykov Sq. №4A, Floors 3, 4 and 6, tel.: (02) 980 25 24, fax: (02) 988 42 18, hot line: 0700 111 22, website: www.kzp.bg, VAT registration BG 131449987; The Good Commercial Practice Code - Guidelines on general terms and conditions for providing services on the Web, adopted by the Commission for Consumer Protection and the Bulgarian Web Association , SuperHosting.BG Ltd is party to the Code of Ethics of the Bulgarian Web Association - <http://bwa.bg/wp-content/uploads/2013/03/BWA-Ethic-New2.pdf>.

III. CHARACTERISTICS OF THE SERVICE

Art. 3. The Services, provided by the Provider to the Users includes the following:

1. Provision of possibility to use functionality of product of Provider who Users choice depend of subscription plan.
2. Provision access to administration panel to add, edit, change, revise, delete on online store of user.
3. Provision possibility of auto control of online store of user depend of subscription plan.
4. Provision of technical support.

Art. 4. (1) The Provider provides and the Users use the Service, pursuant to the parameters of the subscription plan chosen by the Users in its up-to-date parameters applicable at the time of the performance of the contract.

(2) The Provider provides the Service in good faith, within reasonable usage levels, as accepted in practice and among customers. In its Policies, the Provider announces an indicative list of fraudulent use and technical and software limitations with regard to the Service.

(3) Should deviations from the use as per Para. 2 be established, the Provider has the right to temporarily or permanently limit or suspend the provision of the Service.

(4) In case the User is consumer by the meaning of the Consumer Protection Act, the Provider shall provide the service pursuant to the subscription plan especially intended for Consumers. In case the subscription plan does not specify that it is intended for consumers, it shall be considered that the most restrictive and basic plan with lowest price is intended only to consumers by the meaning of the Consumer Protection Act.

(5) User of the Service shall be only natural and legal persons which have concluded a contract with the Provider and would like to use the Service. The Users may be adults and capable natural persons or legal entities, represented by their legal representatives or duly authorized persons. The natural persons-users use the Services for the following:

- personal purposes on basic (lowest specifications and price) subscription plan for the Service, if they are consumers by the meaning of the Consumer Protection Act.
- for its own trade, professional and business activity and declare, that they are not consumers by the meaning of the Consumer Protection Act.

(6) Owner of the account for usage of the Service shall be considered the legal entity which has performed the first payment for the Service, to which is issued invoice for such payment or the natural person for contact, specified in the created profile for usage.

Third parties are entitled to perform payments for the price of the subscription plan on behalf of the User but they would not become a party to this agreement and shall not become owners of the account for usage of the Service.

IV. SERVICE PRICE AND RIGHT OF WITHDRAW

Art. 5. (1) The Provider provides the Service against royalty, to be paid by the Users as per their chosen subscription plan.

(2) Information for the different subscription plans is available at : <https://smpro.net/plans-and-pricing>

Art. 6. (1) The Users pay the Service Price in advance, at the beginning of each subscription period.

(2) The Provider confirms receipt of payment through activation of the Service.

(3) The User has the right to withdraw from the agreement for the use of the Service and terminate this contract without giving any prior notification or reason within 30 calendar days.

(4) In cases pursuant to Para.3, the Provider refunds the entire amount for the Service to the User.

V. PROVISION OF THE SERVICE

Art. 7. (1) In order to manage and operate the Service, the User shall enter the password for remote access.

VI. AMENDMENTS AND ACCESS TO THE GENERAL TERMS AND CONDITIONS

Art. 18. (1) The current General Terms and Conditions may be amended by the Provider, for which the latter shall notify all users of the service in an appropriate way.

(2) The Provider and the Users agree that any supplement or amendment of these General Terms and Conditions shall apply to the Users after explicit notification from the Provider and in case the Users do not reject them within the provided 14 days.

(3) The Users agree that all statements by the Provider in relation to the amendment of these General Terms and Conditions shall be sent to the e-mail address, specified by the User during the registration process for the use of the Service. The User agrees that emails sent under this article do not need to be signed via electronic signature in order to affect them.

(4) In case of expiry of the term of the up-to-date subscription plan of the Service the payment of services for a subsequent period by the Users shall be considered as a renewal of the Contract under the current General Terms and Conditions.

Art. 19. The Provider publishes the current General Terms and Conditions at <http://www.smpro.net/tos> together with all supplements and amendments to them.

VII. TERMINATION

Art. 20. The current agreement for provision of the Services shall be terminated:

- - in case of dissolution and liquidation or declaration of bankruptcy of one of the parties;
- - given objective inability of any of the parties to perform their obligations;

Art. 21. The Provider is entitled to unilaterally terminate the agreement in its sole discretion, without giving prior notice and without being obliged to pay any compensation, if they establish that the provided services are being used in violation of these current General Terms and Conditions, the Provider's Policies, the Bulgarian legislation, conventional moral norms or rules for the use of the Shared Hosting Service.

VIII. LIABILITY

Art. 22 (1) Should the Users terminate this agreement early, outside the hypothesis of exercising the right of withdrawal pursuant to Art. 50 of the Consumer Protection Act or the right of withdrawal under Art. 6, Para. 3 of these General Terms and Conditions, they shall pay to the Provider compensation for damages in the amount due for the remaining period of the agreement.

(2) If the Provider has received the full amount for the term under the agreement, the remuneration paid by the User shall be accepted by the Provider as compensation for the early termination of the agreement.

(3) Should the agreement be unilaterally terminated by the Provider due to the User's failure to observe their obligations under the agreement, the latter shall owe to the Provider compensation for damages in the amount due for the remaining period of the agreement.

Art. 23. If the User fails to observe their obligations under the agreement for provision of the Service, the Provider is entitled to receive compensation for damages in the amount due for the remaining period of the agreement.

Art. 24. (1) In case of receipt of a third party complaint about the use of the Service in violation of legal provisions, moral rules or the provisions of these General Terms and Conditions, the parties agree that the Provider may temporarily restrict the Service or access to the User's information until the case is resolved.

(2) The Provider is not liable for damages and lost profits resulting from the suspension of the User's sites or other communication services, effected by virtue of an official act or order issued by a public authority.

Art. 25. The User shall indemnify and relieve the Provider from any responsibility in lawsuits and other third party claims (whether justified or not) for all damages and expenses (including attorney and court fees) arising from or in connection with (1) failure to observe any of their obligations under the agreement, (2) breach of copyright, production and broadcasting rights or any other intellectual or industrial property rights and (3) unlawful transfer of rights granted to the User for the duration and under the provisions of this agreement to third parties.

Art. 26. The Provider shall not be held liable in the event of failure to provide connectivity or operation of the equipment over a period of time due to force majeure, random events, problems with the Internet, technical or other objective reasons, including competent state authorities' orders.

Art. 27. (1) The Provider shall not be held liable for damages caused by the User to third parties.

(2) The Provider shall not be held liable for pecuniary or non-pecuniary damages in terms of lost profits or damages caused to the User in the process of use or non-use of the Service.

(3) The Provider shall not be held liable for the time during which the Service has not been provided to the User as per Art. 24.

Art. 28. (1) The Provider shall not be held liable in cases of breach of security measures of the technical equipment, through which the service is being provided, which resulted in loss of information, dissemination of information, access to information, restricting access to information, changes to information published on the User's sites and other similar consequences.

(2) The Provider shall not be held liable in cases of providing access to information, loss or alteration of data or parameters of the Service, including with regard to the transfer of accounts or domains to a third party as a consequence of fake identification of a third person pretending to be the User, if from the circumstances it can be assumed that this person is the User.

IX. OTHER CONDITIONS

Art. 29. (1) The User and the Provider shall be obliged to protect each other's rights and legal interests, as well as any trade secrets which have come to their knowledge in the process of executing the agreement and these General Terms and Conditions.

(2) During and after the expiration of the agreement's term, the User and the Provider shall abstain from making public knowledge any written or verbal correspondence held between them. Public knowledge is to be understood as publication of correspondence in the press and electronic media, internet forums, personal or public websites, etc.

Art. 30. In case of a conflict between these General Terms and Conditions and the clauses of a specific agreement between the Provider and the User, the clauses of the special agreement shall prevail.

Art. 31. The potential annulment of any provision of these General Terms and Conditions shall not invalidate the entire agreement.

Appendix № 1

Standard Form for Exercising the Right of Withdrawal from the Agreement:

(complete and return this form only if you wish to cancel your agreement)

- To SuperHosting.BG Ltd, Sofia, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov № 36; UIN 131449987, email: esales@superhosting.bg, tel.: 0700 45 800, 02 81 08 999:

- I/we* hereby inform you that I/we* withdraw from the agreement concluded between us with regard to the provision of the following service: *

- Ordered on*/received on*

- Customer name/s

- Customer address

- Customer signature/s (only if the present form is in hard copy)

- Date

* Delete as appropriate.